



Bid Number: 05-X-36737

CONTRACT INFORMATION /METHODS OF OPERATION

**GRAPHIC SERVICES: CREATIVE DESIGN, TYPESETTING, PHOTOGRAPHY
(T-1540)**

Date Issued: December 22, 2005

Purchasing Agency

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau, PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Cooperative Purchasing Members

Table of Contents

1.0 INFORMATION FOR BIDDERS.....	3
1.1 PURPOSE AND INTENT	3
2.0 COMMODITY DESCRIPTION/SCOPE OF WORK-GRAPHIC SERVICES.....	3
2.1 CREATIVE WRITING-EDITORIAL.....	4
2.2 LAYOUT-DESIGN-FINAL ELECTRONIC FILES.....	4
2.3 PHOTOGRAPHY SERVICES	4
2.3.1 CONVENTIONAL FILM OPTION.....	4
2.3.1.1 PHOTO SHOOT-HOURLY RATE	4
2.3.1.2 ATTACH PRICE LIST OF ADDITIONAL SERVICES.....	5
2.3.2 DIGITAL CAPTURE OPTION	5
2.3.2.1 DIGITAL PHOTO SHOOT-HOURLY RATE	5
2.3.2.2 ATTACH PRICE LIST OF ADDITIONAL SERVICES.....	5
2.4 LARGE SCALE TYPESETTING FROM ORIGINAL MANUSCRIPT THROUGH PROOF AND COMPLETE ELECTRONIC FILES ON DISK....	5
2.4.1 HOURLY RATE FOR KEYSTROKING, PAGE MAKE UP, ETC.-BLACK AND WHITE LINE COPY	6
2.4.2 HOURLY RATE FOR KEYSTROKING, PAGE MAKE UP, ETC.-4 COLOR PROCESS PAGES.....	6
2.4.3 MISCELLANEOUS PRICE SHEET SUBMISSION	6
2.5 REGIONAL VENDOR DESIGNATION.....	7
3.0 AGENCY CONTRACT MANAGER AND MISCELLANEOUS INFORMATION	7
3.1 STATE CONTRACT MANAGER.....	7
3.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES	7
3.1.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER	7
3.1.3 COORDINATION WITH THE STATE CONTRACT MANAGER	8
3.2 CONTRACT TERM AND EXTENSION OPTION	8
3.3 CONTRACT TRANSITION.....	8
3.4 AVAILABILITY OF FUNDS	8
3.5 CONTRACT AMENDMENT	8
3.6 PROCEDURAL REQUIREMENTS AND AMENDMENTS	8
3.7 ITEMS ORDERED AND DELIVERED.....	8
3.8 REMEDIES FOR NON-PERFORMANCE	9
3.9 CONTRACTOR RESPONSIBILITIES	9
3.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	9
3.11 CONTRACT ACTIVITY REPORT	9
3.12 SPECIAL PROJECTS/ADDITIONAL WORK	10
ATTACHMENT 10-REGIONAL VENDOR DESIGNATION	10
ATTACHMENT 11-CONTRACTOR SUPPLEMENTAL PRICE LISTS.....	11

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) was issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various State Agencies and Cooperative Purchasing Partners. This contract covers various graphic services used for the production of printed materials. The services covered under this contract include writing services, editorial and design, layout, photography, word processing and typesetting.

Multiple contracts were awarded for each category based on three regions: north, central and south.

Supplemental price lists were supplied by some of the contractor's with their bids. These price lists may be used by users for minor purchases if the needs arise. Purchases from price lists are not to exceed \$1,000.00 per order.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

2.0 COMMODITY DESCRIPTION/SCOPE OF WORK-GRAPHIC SERVICES

(SECTION 2.0 WAS COPIED VERBATUM FROM THE ORIGINAL RFP)

This contract provides for a range of creative work needed to turn a publication concept into electronic medium. A number of different services will be covered under this contract. The ultimate result will be the delivery of final files to the Using Agency. The Using Agency will then be able to provide these files to a printer of their choice for the production of the final printed product.

This contract does not provide for printing or media services.

Bidders are to submit pricing according to the instructions for each task and may bid on as many tasks as they can provide. Bidders should be aware that this contract makes no guarantee of business. Rather, it is a convenience contract making these services available if they are needed.

Bidders should also provide supplementary price lists on company letterhead for the photography and typesetting sections. Price lists are to be included with the bid package or be provided within 5 days of request. Some examples of price list items are included in the respective Sections that follow. The examples are for guidance only, bidders are encouraged to submit a price list of all related services.

The Purchase Bureau will evaluate price list submissions to determine if they should become a part of the final contract. The Purchase Bureau may compare submissions to other State contracts, Federal GSA contracts, industry standards or any combination thereof. Price submissions deemed as NOT IN THE BEST INTEREST OF THE STATE OF NEW JERSEY May be eliminated as a part of the contract. Purchases from price lists are not to exceed \$1000.00 per order.

Three (3) Contracts will be awarded per region: North, Central, and South. Contractors may service any region but must at least service the region in which its principal place of business resides.

The Using Agency reserves the right interview prospective contractors at the start of a project to determine if its services meet budgetary and management goals. Agencies may request portfolios, samples, presentations etc. at no charge to the State. Contractors and Agencies using this contract must display a high degree of integrity when determining the final price for any project.

An Agency which has a project to be produced under this contract must submit the specifications to each of the three awarded contractors for a cost proposal to be submitted in writing. The Agency will then determine which contractor best suits the needs of the Agency, price and other factors considered.

This contract covers the following types of services typically used in producing various types of publications.

- **Technical Writing**
- **Editorial, Design**
- **Layout**
- **Photography**
- **Word processing to create high resolution files for computer output to plate or film**
- **Large Scale Typesetting**

NOTE: **(This Contract Does Not Include Any Final Printing)**

2.1 CREATIVE WRITING-EDITORIAL

The contractor will work closely with a representative of the Using Agency to develop agreed upon writing styles and content. Under this section the contractor may be responsible for news gathering, story ideas, interviewing, writing headlines and articles, selection of art and photos and other associated tasks. This section covers the initial inception of the publication but not style or fonts etc.. Vendor has responsibility for proofreading and content of manuscript unless waived by the user. Provide an hourly rate on *line one* of the pricing sheet.

2.2 LAYOUT-DESIGN-FINAL ELECTRONIC FILES

The contractor will work closely with a representative of the Using Agency to develop style formats for any publications which may be produced under this contract. The number of rough sketches per given project will be determined by the end user. Contractor will proofread and provide proofs for approval by the Agency to go to final files. Layout and design may be developed electronically using MAC or PC files in Quark for eventual conversion by a printer to film or direct to plates. This section will encompass producing early dummy layouts in conjunction with creating final files and proofs ready for conversion by the printer. A production/proof schedule will be required. Provide an hourly rate on *line two* of the pricing sheet.

2.3 PHOTOGRAPHY SERVICES

This contract will allow any Using Agency to employ the services of a photographer to provide electronic files or film for reproduction. This contract is not to be used for any other media such as television and radio ads. This service may be provided by a firm offering full service or may be individually awarded to a firm specializing in photography only.

Only established businesses will be considered. Bidders may be required to provide samples, portfolio's and or references prior to award of a contract. Successful bidders must have professional equipment for the trade needed to produce professional photographic images.

Recent advances in digital photography have warranted the use of digital files instead of conventional film negatives. This section will be divided into two Sections: Film and Digital.

2.3.1 CONVENTIONAL FILM OPTION

2.3.1.1 PHOTO SHOOT-HOURLY RATE

Pricing will be based on an hourly rate for on-site camera shoots. Provide an all inclusive hourly rate on *line three* for on-site photography. This hourly rate should include shooting the pictures, photographer review of results, and provide the user with prints of the pictures. After the Agency picks the photos they want to use, the contractor will be required to supply the negative with a proof to the Agency. All chosen pictures will become the property of the State.

For purposes of this price line, figure a 4 hour photo shoot taking 100 pictures.

2.3.1.2 ATTACH PRICE LIST OF ADDITIONAL SERVICES

The bidder shall provide a separate price sheet on its company letterhead for film related services. Examples of services are E6 film processing, C41 film processing, black and white processing, 35 mm slide duplicates, 35 mm slides from transparencies and touch up services. Provide prices for any other film related services the bidder can offer the State.

The Purchase Bureau will evaluate price list submissions to determine if they should become a part of the final contract. The Purchase Bureau may compare submissions to other State contracts, Federal GSA contracts, industry standards or any combination thereof. Price submissions deemed as NOT IN THE BEST INTEREST OF THE STATE OF NEW JERSEY May be eliminated as a part of the contract.

Purchases from price lists are not to exceed \$1000.00 per order.

2.3.2 DIGITAL CAPTURE OPTION

2.3.2.1 DIGITAL PHOTO SHOOT-HOURLY RATE

Pricing will be based on an hourly rate for on-site camera shoots. Provide an all inclusive hourly rate on *line four* for on-site photography. This hourly rate should include shooting the pictures, providing proofs to the end user and supplying electronic files to the end user.

For purposes of this price line, figure a 4 hour photo shoot taking 100 pictures.

2.3.2.2 ATTACH PRICE LIST OF ADDITIONAL SERVICES

The bidder shall provide a separate price sheet on its company letterhead for digital related services. Examples of services are digital workstation fees, on-site and post production fees, archiving and color management and touch up. Also provide prices for different delivery types: CD-ROM-JPEG, CD-ROM-TIFF, On-Line Review, Contact sheets. Provide prices for any other digital related services the bidder can offer the State.

The Purchase Bureau will evaluate price list submissions to determine if they should become a part of the final contract. The Purchase Bureau may compare submissions to other State contracts, Federal GSA contracts, industry standards or any combination thereof. Price submissions deemed as NOT IN THE BEST INTEREST OF THE STATE OF NEW JERSEY May be eliminated as a part of the contract.

Purchases from price lists are not to exceed \$1000.00 per order.

2.4 LARGE SCALE TYPESETTING FROM ORIGINAL MANUSCRIPT THROUGH PROOF AND COMPLETE ELECTRONIC FILES ON DISK

NOTE: (This Contract Does Not Include Any Final Printing)

REQUIREMENTS

- Must be established typesetting companies whose principal business is typesetting (not printing companies who do typesetting as a service).
- Must have MAC or PC workstations with typesetting programs for the industry.
- Pick up and delivery must be included in the hourly rate.
- Must have the ability to create disks for the printing industry or download to FTP site.
- Must have the ability to output paper or film.
- Must have high resolution scanning equipment.
- Must provide hourly rate for billing purposes.

This section will only be awarded to established typesetting houses that the State deems qualified to handle the large scale scope of work that could potentially develop under this contract. The State may require potential contractors to provide references, portfolio's, samples, equipment lists, plant tours or other company information in order to aide in the qualification process.

Procedures and production schedule:

- The State Agency contacts the 3 appropriate contractors for a cost proposal based on the supplied specifications to determine the best price and contractor that fits best with the particular project.
- The Agency submits clean typewritten copy to the contractor who must provide preliminary consultation in order to achieve desired results (responsibility of marking copy, when necessary, lies with the contractor).
- The contractor keystrokes given material and provides proof as per accompanying schedule.
- Dummy and proofread galleys will be returned to the typesetter for corrections and reproofing if required.
- After final approval, the contractor will complete the placement of pages and provide the Using Agency with electronic files ready for processing by a printer. Contractors will provide complete MAC or PC files for film or CTP output.
- For billing purposes, the prices charged will be based on an hourly rate. Bidders are to submit an hourly rate based on a ten (10) working day delivery depending on the size of the job. Prices must include pickup and delivery. The Using Agency is required to request an estimate of the cost of the work to be performed and the number of hours. The Using Agency must then monitor the contractor's performance to stay closely within the estimate.

2.4.1 HOURLY RATE FOR KEYSTROKING, PAGE MAKE UP, ETC.-BLACK AND WHITE LINE COPY

For price analysis purposes, qualified bidders must provide an hourly rate on *line five* for key stroking/page make up/proofing/delivering etc. of 8 ½ x 11 pages of straight line copy.

2.4.2 HOURLY RATE FOR KEYSTROKING, PAGE MAKE UP, ETC.-4 COLOR PROCESS PAGES

For price analysis purposes, qualified bidders must provide an hourly rate on *line six* for key stroking/page make up/proofing/delivering etc. of 8 ½ x 11 pages of 4 color process pages. Page make-up for these pages will be more complicated than the simple black and white pages above. Some applications could include placing 4/C photos, creating screened images, creating bleeds, etc..

2.4.3 MISCELLANEOUS PRICE SHEET SUBMISSION

Bidders should provide a price list for other services appropriate to the typesetting trade. Bidders should also provide an equipment list to be used in the evaluation process. Some examples of price lists follow. These are examples only, bidders are encouraged to include prices for any services they can offer especially using the latest digital technologies.

Provide a price for 1 black and white line shot or scan 4 x 5.

Provide a price for 1 half tone 3 x 5 shot/scanned from reflective 4 x 5 photo print.

Provide a price list for scanning photo's for 4 color process printing.

Provide a price for a full color digital proof-8 ½ x 11.

Provide a price for a full color digital proof- 11 x 17.

Provide a price for an imposed 8 page signature digital proof.

Purchases from price lists are not to exceed \$1000.00 per order.

2.5 REGIONAL VENDOR DESIGNATION

Three (3) Contracts will be awarded per region: North, Central, or Southern. Contractors can opt to service any region. They must service the region in which their principal place of business is located and may also service other regions. Bidders must place a check next to the region (s) they wish to service: North, Central, or Southern.

The Regional Vendor Designation chart is attached as [appendix 10](#) of this RFP.

3.0 AGENCY CONTRACT MANAGER AND MISCELLANEOUS INFORMATION

3.1 STATE CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manger name, department, division, agency, address, telephone number, fax phone number, and email address.

3.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

3.1.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any reprourement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; and
- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work.

Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

3.1.3 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

3.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of two years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

3.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 90 days beyond the expiration date of the contract.

3.4 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

3.5 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and signed by the contractor and the Director.

3.6 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.8.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.8.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.8.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

3.7 ITEMS ORDERED AND DELIVERED

The **Using Agencies are** authorized to order and **the contractors are** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies reveal that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

3.8 REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

3.9 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

3.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

3.11 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a quarterly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.

-Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

-Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports will be a factor in future award decisions.

3.12 SPECIAL PROJECTS/ADDITIONAL WORK

Should additional work be required, which is beyond the scope of this RFP, but is related to the overall contract, the contractor will be requested to submit a written cost estimate and production schedule to the Agency. Costs for this additional work will be appropriately paid for as an up charge. Examples of such modifications can include author's alterations, programming changes, design changes, etc., as pertains to this contract. The contractor will receive authorization to proceed from the Contract Manager and or the Purchase Bureau Printing Unit.

ATTACHMENT 10-REGIONAL VENDOR DESIGNATION

Three (3) Contracts will be awarded per region: North, Central, or Southern. Contractors can opt to service any region. They must service the region in which their principal place of business is located and may also service other regions. Bidders must place an **X** next to the region (s) they wish to service: North, Central, or Southern.

_____ -North Region: Sussex, Passaic, Bergen, Morris, Warren, Union, Hudson and Essex

_____ -Central Region: Hunterdon, Middlesex, Somerset, Monmouth, Mercer and Ocean

_____ -Southern Region: Burlington, Camden, Gloucester, Salem, Atlantic, Cumberland and Cape May

THE FOLLOWING CONTRACTORS SUPPLIED SUPPLEMENTAL PRICE LISTS
THESE LISTS ARE SUPPLIED AS SEPARATE ATTACHMENTS

RDE Systems Support Group #63182

Lewis Advertising Agency #63188

Millburn Camera Mart Inc. #63190

Rabecca Shavulsky #63186

Trentypo #63184

Gary Ell #63213

IColor #63191